

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Brenda Spearman	Debtor(s)	CHAPTER 13
THE MONEY SOURCE	Movant	NO. 22-10012 ELF
vs.		
Brenda Spearman	Debtor(s)	
Michael Prentice	Co-Debtor	11 U.S.C. Section 362
Kenneth E. West	Trustee	

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The mortgage held by the Movant on the Debtor's and Co-Debtor's residence 7183 North 18<sup>th</sup> Street, Philadelphia, PA 191261
2. The pre and post-petition arrearage held by the Movant for the property shall be paid through Bankruptcy Case Number **21-13344 ELF**.
3. The Trustee shall not pay on Secured Creditor's Proof of Claim in Case # 22-10012 ELF.
4. Maintenance of current monthly mortgage payments to the Movant shall be maintained as well in Bankruptcy Case Number **21-13344 ELF**.
5. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.
6. In the event the automatic stay is terminated in Bankruptcy Case Number **21-13344 ELF**, Movant can seek the right to file Certification of Default immediately in this Bankruptcy case 22-10013 ELF.
7. Debtor shall retain the right to file an Objection to the Certification of Default.
8. If no objection to the Certification of Default is not filed, the Court shall enter an Order granting the Movant relief from the automatic stay and the stay provided by Bankruptcy Rule 4001(a)(3) is waived.

9. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

10. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

11. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

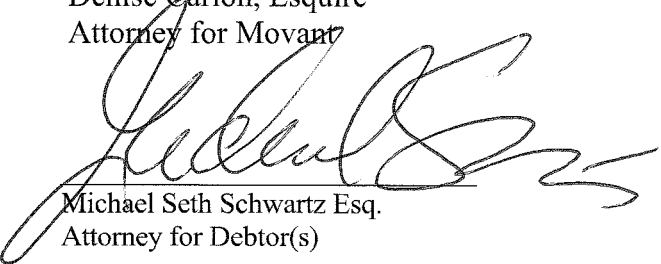
10. The parties agree that a facsimile signature shall be considered an original signature.

Date: October 5, 2022

/s/ Denise Carlon, Esquire

Denise Carlon, Esquire  
Attorney for Movant

Date: 10/18/22

  
Michael Seth Schwartz Esq.  
Attorney for Debtor(s)

Date: 10/19/2022


/s/ LeRoy W. Etheridge, Esquire for \*

Kenneth E. West, Esquire  
Chapter 13 Trustee

*\*no objection to its terms,  
without prejudice to any  
of our rights and remedies*

## ORDER

Approved by the Court this 20th day of October, 2022. However, the court retains discretion regarding entry of any further order.

  
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Bankruptcy Judge  
Eric L. Frank